

| From: |
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|----->
| "Jacqueline Gallup" <Jacqueline.gallup@skyangel.com>
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| To: |
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|----->
| <David_Broughton@discovery.com>
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|----->
| Date: |
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>
|----->
| 10/06/2009 03:12 PM
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|----->
| Subject: |
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|----->
| RE: SkyAngel - Discovery
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Our COO has the agreement now. I hope to have an answer for you shortly.

If they have any questions I'll let you know.

Thanks David!

Jacque

From: David_Broughton@discovery.com
[mailto:David_Broughton@discovery.com]
Sent: Tue 10/6/2009 3:05 PM
To: Jacqueline Gallup
Subject: RE: SkyAngel - Discovery

Hi Jacque,

Just checking in to see if you have any questions on the Science

agreement.

Please dont hesitate to call.

David Broughton
Director, Special Markets
Discovery Communications
One Discovery Place
Silver Spring, Md 20910
Voice (240) 662-3057
Fax (240) 662-1871

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From: |
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| "Jacqueline Gallup" <Jacqueline.gallup@skyangel.com>
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To: |
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| <David_Broughton@discovery.com>
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Date: |
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| 09/24/2009 03:11 PM
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Subject: |
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>

| RE: SkyAngel - Discovery
|
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Thanks!

Jacqueline Gallup
Programming Director
SkyAngel U.S, LLC
423-303-7004
3001 Keith St. N.W., Suite 150
Cleveland, TN 37312

-----Original Message-----

From: David_Broughton@discovery.com
[mailto:David_Broughton@discovery.com]
Sent: Thursday, September 24, 2009 2:58 PM
To: Jacqueline Gallup
Subject: Re: SkyAngel - Discovery

Hi Jacque, Sorry for delay. Agreement is attached. Please let me know if you have any questions.

Thanks,
David

(See attached file: Sky Angel Amendment 2c.doc)

|----->
| From: |
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| "Jacqueline Gallup" <Jacqueline.gallup@skyangel.com>
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| To: |
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| <David_Broughton@discovery.com>
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| Date: |
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|09/24/2009 11:02 AM

|Subject: |

|SkyAngel - Discovery

Hi David,

Hope you're doing well. I just wanted to check on the status of our agreement.

Jacque

Jacqueline Gallup
Programming Director
SkyAngel U.S, LLC
423-303-7004
3001 Keith St. N.W., Suite 150
Cleveland, TN 37312

Mike Rowe, the world's most sought-after guinea pig for all things dirty, grimy and messy returns to Discovery Channel Tuesdays at 9PM ET/PT beginning October 6th, for 11 all-new episodes of the Emmy(r)-nominated series DIRTY JOBS. From toilet crushers to maple syrup processors to camel ranchers, Mike travels the country this season to serve as apprentice to the hard-working men and women who make civilized life possible for the rest of us. For more on the dirtiest show on television, visit discovery.com/dirtyjobs.

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sender and delete the material from any computer. The contents of this
message may contain personal views which are not the views of Discovery
Communications, LLC.

Exploding water heaters, duct tape and bullets, oh my! Fresh off its
Emmy(r)
nomination for Outstanding Reality Program, MYTHBUSTERS returns
Wednesday,
October 7 at 9PM ET/PT with explosive world premiere episodes throughout
the remainder of 2009. The MYTHBUSTERS aim to uncover the truth behind
popular myths and legends by mixing scientific method with gleeful
curiosity and plain old-fashioned ingenuity, to create their own
signature
style of experimentation. For more about the myths tested this fall,
visit
discovery.com/mythbusters.

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sender and delete the material from any computer. The contents of this
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Communications, LLC.

The Discovery Channel Global Education Partnership, founded by Discovery
Communications in 1997 with the goal of using the positive power of
video to provide information and support community development in
under-resourced schools and communities around the world, and Chevron
have been named finalists for the U.S. Chamber of Commerce Business
Civic Leadership Center's Partnership Award. Vote online today to
support DCGE's commitment to creating sustainable change for hundreds
of thousands of students from Peru to Uganda:
<http://www.justmeans.com/take-action/CitizenshipAward>.

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contents of this message may contain personal views which are not the
views of Discovery Communications, LLC.

No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 8.5.436 / Virus Database: 271.1.1/2752 - Release Date: 03/17/10

07:33:00

PUBLIC COPY

Attachment D

Proposed Science Channel Agreement

September 17, 2009

Mr. Thomas Scott
President
Sky Angel U.S., LLC
3001 Keith Street, N.W.
Cleveland, TN 37312

Re: Amendment to Affiliation Agreement

Dear Mr. Scott:

Reference is made to the "Affiliation Agreement," made as of October 3, 2007, by and among Discovery Communications, LLC, Animal Planet, L.L.C. and Sky Angel U.S., LLC ("Affiliate") (the "Agreement"). Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement. For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. The programming service currently known as THE SCIENCE CHANNEL ("SCI") is hereby added as a Service.
2. With respect to SCI, all references to "Network" or "NETWORK" shall refer to Discovery.
3. In addition to Discovery Kids Channel, Planet Green (formerly known as Discovery Home Channel) and Military Channel, the parties acknowledge that NETWORK has granted CMC the right to digitize, compress, and make other reasonably related modifications to the signals of Discovery Channel, Animal Planet and SCI, which shall be deemed Alternative Signals.
4. The terms "PLANET GREEN" and "THE SCIENCE CHANNEL" are hereby added after "MILITARY CHANNEL" in the first sentence of Section 7.6 of the Agreement.
5. The term "The Science Channel" is hereby added after "Military Channel" in clause (b) of the first sentence of Section 8 of the Agreement.
6. The following License Fee rates for SCI are hereby added as clause (f) of Exhibit B of the Agreement:

THE SCIENCE CHANNEL

Rate/Month for Subs	2009	2010	2011	2012	2013	2014
	\$0.130	\$0.135	\$0.140	\$0.145	\$0.155	\$0.165

7. With respect to each Affiliate System:

(a) on or before the date that Affiliate first offers a total of thirty (30) or more programming services (excluding only religious networks) to Subscribers, Affiliate shall launch one (1) additional programming service (i.e., a service not then distributed by Affiliate) distributed by NETWORK or its

affiliates (including such services for which NETWORK acts as U.S. distribution agent) mutually agreed upon by Discovery Communications, LLC and Affiliate (an "Additional Service"),

(b) on or before the date that Affiliate first offers a total of forty (40) or more programming services (excluding only religious networks) to Subscribers, Affiliate shall launch a second Additional Service,

(c) on or before the date that Affiliate first offers a total of fifty (50) or more programming services (excluding only religious networks) to Subscribers, Affiliate shall launch a third Additional Service, and

(d) on or before the date that Affiliate first offers a total of fifty-five (55) or more programming services (excluding only religious networks) to Subscribers, with respect to each additional service (i.e., a service not then distributed by Affiliate) distributed by NETWORK or its affiliates (including such services for which NETWORK acts as U.S. distribution agent), at NETWORK's (or if applicable its applicable affiliate's) option, Affiliate shall launch such additional service(s) (and each such additional service launched under this clause (d) shall be treated as an Additional Service for purposes of the immediately following paragraph).

Each such Additional Service added pursuant to any of the immediately preceding clauses (a)-(d) shall (i) be carried by Affiliate throughout the Term on the same level of service as Discovery Channel is required to be carried pursuant to the Agreement, (ii) have the then-standard rate for such programming service as provided to Affiliate in writing by NETWORK or the appropriate NETWORK affiliate, as applicable, and Affiliate shall pay such rate for such service, and (iii) otherwise be carried by Affiliate in accordance with and shall be subject to the terms and conditions of the Agreement applicable to the other Services, subject to any minor standard variations set forth in writing by NETWORK (e.g., local ad avail minutes per hour).

8. If at any time during the Term, Affiliate is not distributing to its Subscribers the following linear programming services (offered by Affiliate pursuant to an agreement between Affiliate and the applicable programming provider), and such failure to distribute continues for at least sixty (60) days, Affiliate shall so notify NETWORK and NETWORK may, by giving Affiliate at least sixty (60) days' prior written notice, terminate the Agreement: Fox News Channel, Hallmark Channel, NFL Network and The Weather Channel.

Please confirm your acceptance of these terms by signing in the space provided below and returning this letter amendment to us for countersignature. Signatures transmitted by facsimile and/or electronically by .pdf format shall have the same binding effect as original signatures.

Sincerely,

Name and Title: _____
on behalf of:
Discovery Communications, LLC
Animal Planet, L.L.C.

ACCEPTED AND AGREED:
SKY ANGEL U.S., LLC

By: _____
Name: _____
Title: _____
Date: _____



DISCOVER, ENGAGE, EXPERIENCE SCIENCE CHANNEL IN HD

Science Channel HD immerses viewers in the incredible possibilities of science, from string theory and futuristic cities to accidental discoveries and outrageous inventions. Celebrating the trials, errors and brinking moments that mean our lives will never be the same, Science Channel HD covers the full spectrum of the impact and relevance science has in everyone's life.

POWERFUL BRAND

- Available in over 56 million homes, Science Channel ranks #1 in interest among mid-sized networks¹
- Top 5 network that is Bold and Tries New Things, High Quality and a channel viewers would like to see in HDTV²
- Tied for #1 among viewers as Important to the Enjoyment of Cable (tied with ID)³
- #2 for high interest in HDTV, DVR and VOD³
- Science Channel HD ranks #6 in high interest among persons very interested in HDTV³
- Science Channel viewers over-index with recent HDTV purchase and owning an HDTV⁴

POWERFUL PROGRAMMING

- June 2009 marked 10 consecutive months of year-over-year growth in P2+, HH and P18-34⁵
- Year-to-date, fastest growing network in HH⁵
- Space Week 2009, delivered double digit ratings increases in all key demographics⁵
- Science Channel had its highest December P25-54 Rating on record in both Total Day and Prime (4Q '08)⁵
- Joint development deal with Whoopi Goldberg's production company, Whoop Inc., to develop original series for Science Channel

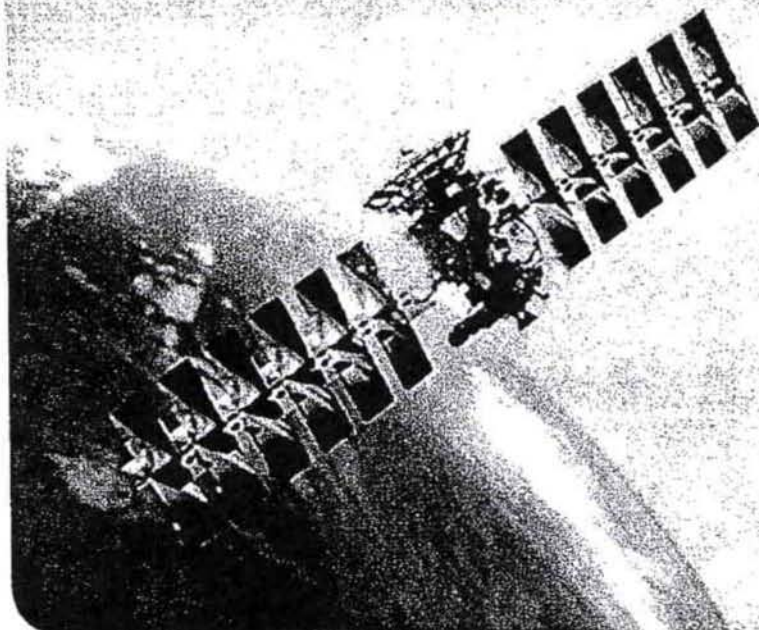
¹ Beta Research Non-Subscriber Study, July 2007

² 2009 Beta Research Cable Subscriber Study - Brand Identity of Basic Cable/Broadcast Networks

³ Beta Research Cable Subscriber Study - Interest in Emerging/Mid-Sized/VOD HD Networks, July 2008

⁴ HD & Early Adopter Research - Spring 2007 MRI/RUN Cable Network Viewing (any)

⁵ Nielsen NHI Calendar, L+50, Time Period based daypart





2009 PROGRAMMING



HOW DO THEY DO IT?

We rarely consider many of the objects that make up the modern world - elevators, carpets, helicopters, breast implants, street lights, and more. Go behind the scenes to discover how to do the things, and make the things that form the modern world.



BRINK

Hosted by lifelong science enthusiast and humorist Josh Zepps, *BRINK* explores people who are on the brink of changing our lives, and will also include content generated from scientists, organizations, universities and viewers from around the world. Each half-hour episode combines short-form reports on the latest global science news with vital interviews with prominent scientists.



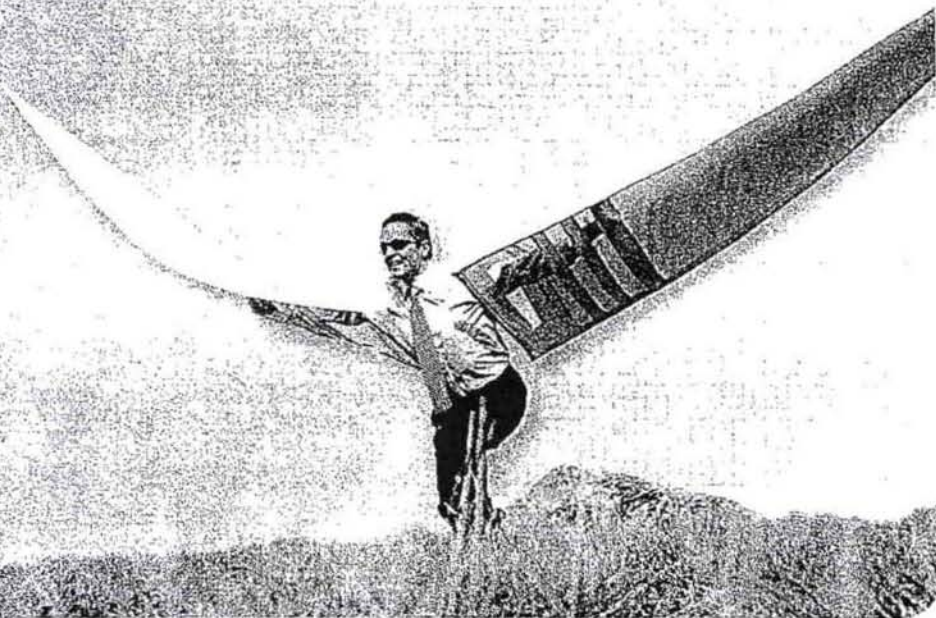
POP SCI: THE FUTURE OF...

From regrowing limbs to invisibility cloaks, discover these extraordinary ideas that are daring the impossible today and shaping the future of our world. Each episode examines the innovations that will change your life in the next 5-25 years from eternal youth to the way we eat, sleep and play.



CATCH IT, KEEP IT

Think you're smarter than a team of scientist and engineers? Each week, two groups devise ways to hold onto or capture a special prize. Once the plans start to take shape, can you predict if they'll succeed? Or better yet, what they should have done in the first place?





ENTERTAINING, EXTRAORDINARY, REVEALING, NOW AVAILABLE IN HD

TLC HD celebrates life's surprises with programming that explores lives you can laugh with and learn from. Dedicated to the beauty of life's unexpected nature, TLC HD is a trusted destination for viewers who want the "real" in their reality.

TLC HD engages the heart and mind by taking viewers into the lives of real-life, extraordinary characters. **TLC HD** programs are entertaining, unfiltered and always reveal something to learn along the way.

BRAND STRENGTH

- Top 5 Media Brand in Overall Quality for 16 years¹
- Top 5 Television Network Brand in Overall Quality for 16 years¹
- TLC.com ranked in the top 5 for Equity¹

POWERFUL PROGRAMMING

- Best 2nd quarter ever on Mondays in P2+, P25-54, 18-49, and 18-34, recognizing gains over all key demos²
- #1 network on Mondays in W25-54, 18-49 and 18-34²
- Season 5 premiere of *Jon & Kate Plus 8* achieved the highest ever primetime delivery among P2+ with 9.8 million viewers²
- New Series, *Cake Boss* reached 3.2 million viewers P2+ making it the #1 series premiere ever on TLC among W18-34 (828k)²
- New Series, *Little Couple* experienced double-digit increases in key women and person demos vs. TLC's prime premiere average²
- Among ad-support cable networks, TLC ranked #1 for W25-54 for *A Very Duggar Wedding* which pulled a 2.4 HH rating²
- Returning Series, *American Chopper* experienced double-digit increases in key male demos vs. TLC's prime premiere average²
- The *What Not To Wear* season premiere was the #1 non-sports program in W25-54; TLC was #3 in W25-54 and 18-49 for the night²



Sources:

¹ 2009 Equitrend Study by Harris Interactive - Based on Overall Equity. Equity is based on Familiarity, Quality and Consideration
² Nielsen Media Research



GIVE YOUR CUSTOMERS PROGRAMMING THEY LOVE IN STUNNING HD

2009 PROGRAMMING



Police Women of Broward County

This docu-series follows a diverse group of five incredible women working in the Broward County Florida Sheriff's Office. It's a riveting look at women of law enforcement who respond to 911 calls, bust gangsters, serve warrants, go on car chases and participate in undercover sting operations. Ride along with these tough-as-nails female deputies as they put their lives on the line to protect and serve.



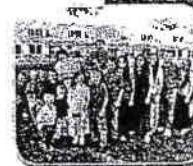
Jon & Kate Plus 8

When the Gosselins dreamed of having a family, nonstop chaos wasn't exactly what they envisioned. But the arrival of a set of twins and a set of sextuplets within five years has added up to *Jon & Kate Plus 8*. In the new season, TLC takes you into the lives of this unusual and amazing family as they experience the havoc, the challenges and the joys of raising multiples. Sometimes it's a comedy, sometimes it's a drama, but it's always an adventure!



Masters of Reception

Robert and Jerry Frungillo make dreams come true. Plain and simple. They have been catering the most extravagant, outrageous, and sometimes unusual weddings in New Jersey for over 30 years. Weddings are in their blood, no matter how big or small. And this is a true family business.



18 Kids and Counting

This season, *17 Kids and Counting* becomes *18 Kids and Counting*! The Duggar family may well be the best-known large family in history. Famous the world around for having 18 children all from one intrepid mother, this brood draws attention and questions wherever they go. And, with mom Michelle and father Jim Bob barely in their forties, there's a good chance the family will grow even larger before their baby birthing days are done!



LA Ink

Kat Von D is home in Los Angeles living her dream. She's opened her own tattoo shop, and the client list is as long as her tattooed arm. Celebrities, rising starlets, punk rockers, musicians and tattoo collectors line up for Kat's famous black and grey ink. In a city known for its tattoo culture, *LA Ink* stands out, drawing clients from all over the world and all walks of life. Kat plays by her own rules: she sets her own schedule, picks her clients, sleeps late, and parties all night. For her shop to be a success, she needs to balance that lifestyle with the responsibility of managing a colorful staff of renowned artists.



EVER CAUGHT THE TRAVEL BUG?

Travel Channel is the place for people who want entertaining stories with a fresh perspective. Travel Channel delivers inspiration, information and community to people through multiple touchpoints: on-air in high definition, online on-demand and on our mobile platform.

Travel Channel is the place to satisfy your urge to experience new things, meet amazing people, and see things you've never seen before. Travel Channel connects subscribers to the world's excitement... CATCH IT!

POWERFUL BRAND

- Top 10 network among viewers as a high quality, valuable, informative, distinctive network that has hosts/personalities that viewers like¹
- Top 10 network with viewers who very much would like to see in HDTV¹
- In a competitive environment (Election, Economy, Nov sweeps, etc), Travel Channel continued to grow with a record-breaking 4Q primetime schedule among Adults 25-54²

POWERFUL PROGRAMMING

- Travel Channel finished 2008 with a new record in Total Day among Households and Adults 25-54²
- In first quarter 2009, Travel Channel delivered its best quarter ever in Total Day and Prime among A/M/W 25-54 and 18-49²
- *Anthony Bourdain: No Reservations* Season 5 in 2009 recorded the highest series ratings to-date³
- Travel Channel VOD received its highest order rates ever in 2008, garnering over 8 million total orders for the year, with an average monthly order rate of nearly 675K³

Sources:

1. 2009 Beta Research Cable Subscriber Study - Brand Identity of Basic Cable/Broadcast Networks
2. Nielsen Media Research
3. 2007/2008 Zentrak



2009 PROGRAMMING



BITE ME WITH DR. MIKE

Virologist and adventure junkie Mike Leahy welcomes up-close-and-personal encounters with Earth's most dangerous creatures -- often tiny ones that can create big headaches for unsuspecting travelers. Whether they want to suck, bite, sting or feed on his body, he'll do whatever it takes to better understand what they're all about.



ANTHONY BOURDAIN: NO RESERVATIONS

Chef and culinary adventurer, best-selling author and world traveler Anthony Bourdain has carved out a distinct place on television. Join him as he travels the world in search of the most unexpected cultural and culinary experiences.



SAMANTHA BROWN: GREAT WEEKENDS

Samantha's back with her second season of Great Weekends. It's Sam's guide to the very best in weekend getaways, make 3 days feel like 7. She'll take in the local flavor and try anything once. From Nashville to New York, and the Big Island of Hawaii to Boston, *Samantha Brown's Great Weekends* will have her traveling to the best cities all across the U.S.



BIZARRE WORLDS WITH ANDREW ZIMMERN

Andrew Zimmern takes his Bizarre franchise beyond food and into the bigger, badder world of Bizarre Worlds. From underground cultures, to outrageous customs, ceremonies, etiquette and rituals, he takes us on his own unique tour of these worlds in the same entertaining and eye-opening way as he explores the world's food in Bizarre Foods.



MAN VS. FOOD WITH ADAM RICHMAN

Join host Adam Richman as he travels coast to coast looking for the best local food and taking on any food challenge that stands in his way. Giant pizzas, the world's spiciest hot wings, colossal burgers... find out which is stronger...man or food! Get in on the action and enjoy the local gotta-have-it best bites.



GHOST ADVENTURES

Paranormal sleuth Zak Bagan and crew travel the world, chasing reports of spirit sightings, enduring overnight lockdowns in sinister places, and capturing it all with night vision cameras and digital recorders. Will they find proof of a spirit world?

PUBLIC COPY

Attachment E

Declaration of Thomas Scott

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In re the Matter of)
)
COMPLAINT OF SKY ANGEL U.S., LLC)
)
Against Discovery Communications, LLC, *et. al.*)
For Violation of the Commission's Competitive)
Access to Cable Programming Rules)

DECLARATION OF THOMAS SCOTT


I, Thomas Scott, subject to the penalty of perjury, declare the following:

1. I am a citizen of the United States of America, more than 18 years of age, and I am competent to testify. I am employed by Sky Angel U. S., LLC ("Sky Angel") as its President, a position which I have held for approximately five years.

2. I have participated in the preparation, including reading a materially complete final version, of the Complaint of Sky Angel to the Federal Communications Commission ("FCC") showing that Discovery Communications, LLC, and its affiliates (collectively, "Discovery") have violated the FCC's program access rules by threatening to improperly terminate the Affiliation Agreement entered into by and between Sky Angel and Discovery. I am familiar with Sky Angel's factual assertions in the Complaint. With the following two reservations, those factual assertions are correct, including the description of my communications with personnel of Discovery: I do not make this assertion with respect to the description of the communications between Brian Collins, of Sky Angel, and personnel of Discovery, which are set forth in the Declaration of Brian Collins; or with respect to matters for which the FCC may take judicial notice.

3. The foregoing is true and correct to the best of my knowledge, information and belief.

Executed on March 24, 2010



Thomas Scott

PUBLIC COPY

Attachment F

Declaration of Brian Collins

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In re the Matter of)
)
COMPLAINT OF SKY ANGEL U.S., LLC)
)
Against Discovery Communications, LLC, *et. al.*)
For Violation of the Commission's Competitive)
Access to Cable Programming Rules)

DECLARATION OF BRIAN COLLINS

I, Brian Collins, subject to the penalty of perjury, declare the following:

1. I am a citizen of the United States of America, more than 18 years of age, and I am competent to testify. I am employed by Sky Angel U.S., LLC ("Sky Angel") as its Executive Vice President of Programming/Media Sales, a position which I have held for approximately 3 years.

2. On October 3, 2007, Sky Angel entered into an "Affiliation Agreement" with Discovery Communications, LLC and its affiliate, Animal Planet, L.L.C. (collectively, "Discovery").

3. In December 2009, Thomas Scott, President of Sky Angel, informed me of a telephone conversation that he had with Elisa Freeman, Vice President of Distribution for Discovery, and Stephen Kaminski, in-house counsel for Discovery, during which Mr. Scott was informed by Ms. Freeman and Mr. Kaminski that Discovery would terminate the Affiliation Agreement because Discovery's management was uncomfortable with Sky Angel's distribution methodology.

4. On or about December 18, 2009, I initiated a telephone conversation with Ms. Freeman and Mr. Kaminski. The following exchanges all occurred during the course of this telephone conversation.

5. Early in the conversation, I inquired about the information that I learned from Mr. Scott – that Discovery intended to terminate the Affiliation Agreement. In response, Ms. Freeman stated that she had received an order to terminate the agreement. Mr. Kaminski simply added that Discovery was no longer comfortable with Sky Angel's methodology of distribution.

6. I then inquired into what, in particular, Discovery was uncomfortable with, and asked whether it was Sky Angel's use of Internet protocol ("IP") technology. Mr. Kaminski responded that Discovery was uncomfortable with Sky Angel's IP method of distribution, Sky Angel's advertisements, and the fact that Sky Angel's website communicated that Sky Angel's programming could be received anywhere in the United States.

7. Mr. Kaminski then asked me if there was another method by which Sky Angel could deliver its signal to subscribers. I reminded Mr. Kaminski that Sky Angel's customer base was nationwide, and asked what he expected Sky Angel to do.

8. I further asked why Discovery was suddenly uncomfortable after two years of both parties performing under the Affiliation Agreement. In response, Mr. Kaminski stated that it was a recent decision that came down from the top of Discovery management.

9. I then asked why Discovery was uncomfortable with Sky Angel's method of distribution even though Discovery programming is distributed via the Internet on other services such as the TV Anywhere service provided by Comcast and Time Warner. In response, Ms. Freeman stated that Discovery is not sure what it will do with respect to TV Anywhere type

services. Mr. Kaminski added that TV Anywhere is only in beta trials at the time and that Discovery is not sure how these new services will pan out.

10. I then asked why Discovery had a problem with Sky Angel using IP technology to deliver an encrypted signal to a set-top box with conditional access technology that is connected directly to a subscriber's television when Discovery is permitting its programming to be delivered by Time Warner and Comcast even if those services are in beta trials. I asked why Discovery is permitting the same programming content distributed by Sky Angel to be delivered directly through the Internet to the computers of Comcast and Time Warner subscribers. I also asked why Discovery is attempting to hinder the use of the IP technology utilized by Sky Angel. In response, Mr. Kaminski stated that I had to understand that Comcast and Time Warner have 30 million customers.

11. I then informed Ms. Freeman and Mr. Kaminski that Discovery's termination of the Affiliation Agreement and its withholding of Discovery programming from Sky Angel would create problems. I asked Ms. Freeman and Mr. Kaminski why Discovery would want to oppose the only company in America that is solely dedicated to carrying family friendly programming, and whether Discovery wanted major groups like the Parents Television Counsel and conservative organizations coming after Discovery and voicing their displeasure with Discovery's withholding of programming from Sky Angel. I did not receive a response from either Ms. Freeman or Mr. Kaminski.

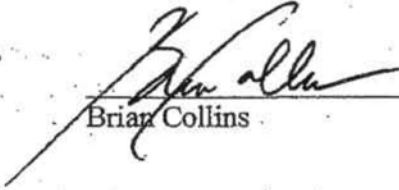
12. I then informed Mr. Kaminski that Sky Angel would not passively allow Discovery to terminate the Affiliation Agreement and withhold its programming from Sky Angel. In response, Mr. Kaminski stated that Discovery is not afraid of a lawsuit or afraid of going to court. Ms. Freeman also stated that Discovery is not afraid to go to court.

13. I then asked Ms. Freeman and Mr. Kaminski if Sky Angel and Discovery could work through this issue and whether Discovery could hold off on sending its threatened termination letter. In response, Mr. Kaminski stated that the mandate from his superiors was to send the termination letter that day, but that we could speak in January 2010 regarding a possible solution. I then informed Ms. Freeman and Mr. Kaminski that I would wait for Discovery's termination letter and their subsequent telephone call.


14. I never received a subsequent telephone call from Ms. Freeman, Mr. Kaminski, or any other employee or agent of Discovery. Discovery's termination letter was not sent until January 22, 2010.

15. The foregoing is true and correct to the best of my knowledge, information and belief.

Executed on March 24, 2010


Brian Collins




3/24/2010

PUBLIC COPY

Attachment G

Discovery's January 22, 2010 Letter to Sky Angel



One Discovery Place
Silver Spring, MD 20910-3354

T: 240.662.5972
F: 240.662.1492

Steve Kaminski
Vice President
Legal Affairs

January 22, 2010

VIA OVERNIGHT DELIVERY

Mr. Thomas Scott
President
Sky Angel U.S., LLC
3050 Horseshoe Dr, N,
Naples, FL 34104

Re: Termination of Affiliation Agreement

Dear Mr. Scott:

Reference is made to the "Affiliation Agreement," made as of October 3, 2007, by and among Discovery Communications, LLC, Animal Planet, L.L.C. and Sky Angel U.S., LLC ("Affiliate") regarding Affiliate's carriage of Discovery Channel, Animal Planet, Discovery Kids Channel, Planet Green (formerly known as Discovery Home Channel) and Military Channel (the "Agreement").

We have determined that the distribution methodology used by and on behalf of Affiliate is not satisfactory. Accordingly, pursuant to Section 12.1 of the Agreement, we hereby elect to terminate the Agreement. In order to provide for an orderly transition process, including notification to your subscribers, we will provide you with a three (3) month transition period; accordingly, the Agreement will terminate effective on April 22, 2010.

Sincerely,



Stephen T. Kaminski
Legal Affairs

cc: Elisa Freeman, Discovery Communications, LLC

Discovery Channel • TLC • Animal Planet • Travel Channel • Discovery Health Channel • The Science Channel • Discovery Kids
Military Channel • Discovery Times Channel • Discovery HD Theater • FitTV • Discovery Home Channel • Discovery en Español
Discovery Kids en Español • Discovery Travel & Living, viajar y vivir • BBC America • BBC World • Discovery Civilisation Channel
Discovery Wings • Discovery Geschichte • People + Arts • Discovery Travel & Living • Discovery Home & Health • Discovery Real Time
Discovery Real Time Extra • Discovery Science Channel • Discovery Turbo • Discovery Channel Store • Discovery.com
Cosmo • unitedstreaming • Discovery Health Connection • Assignment Discovery • Discoveryschool.com

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Attachment H

Sky Angel's March 4, 2010 Letter to Discovery



Sky Angel U.S., LLC – 1300 Goodlette Road North - Naples, FL 34102
239.963.3200 phone - 239.403.8360 fax - www.skyangel.com

March 4, 2010

By Facsimile Transmission: (240) 662-1492 and Next Day Air

Discovery Communications, LLC
Animal Planet, L.L.C.
One Discovery Place
Silver Spring, MD 20910-3354
Attention: William F. Goodwyn, President, Domestic Distribution Enterprises

Re: Sky Angel U.S., LLC

Dear Mr. Goodwyn:

This letter is in response to the letter dated January 22, 2010, that Sky Angel received from Stephen T. Kaminski, Vice President, Legal Affairs, for Discovery Communications, in which Discovery states that it had "...determined that the distribution methodology used by and on behalf of Affiliate is not satisfactory." Based on that contention, Discovery Communications, along with Animal Planet, LLC, (collectively "Discovery") states that the October 3, 2007 Affiliation Agreement, under which Sky Angel is the "Affiliate," will be terminated effective April 22, 2010. Under its terms, the Affiliation Agreement between Sky Angel and Discovery does not expire until December 31, 2014.

Sky Angel has consulted with its legal counsel and provides this letter in protest to Discovery's unilateral and unexplained threat to terminate the Affiliation Agreement more than four and one half years prior to its scheduled expiration. Sky Angel hopes that Discovery's proposal to take such a drastic action is erroneous and can be corrected immediately. In support of Sky Angel's hope that Discovery will not breach the Affiliation Agreement, Sky Angel provides the following.

The Affiliation Agreement was entered into between Discovery and Sky Angel more than two years ago on October 3, 2007. During the course of the Affiliation Agreement, Sky Angel has abided by all of its terms scrupulously. For example, throughout the existence of the Affiliation Agreement, Discovery has known that Sky Angel operates an IP System for its distribution of video programming, as provided for in Sections 1.1, 1.1.2, 7.1, 7.2, and 7.4 of the Affiliation Agreement. The IP System operated by Sky Angel has functioned flawlessly throughout the term of the Affiliation Agreement, Discovery did not object to it for more than two years, and Discovery has no reasonable basis for any belief that this IP distribution methodology is in any way unsatisfactory.

On the contrary, the IP System used by Sky Angel is state-of-the-art. Sky Angel uses the IP distribution technology provided by NeuLion. The same technology is used by numerous video distributors, including, for example, many sports networks, other programming networks, and the Dish Network.

(For more information, please see www.neulion.com) Indeed, Sky Angel understands that programming channels of Discovery are distributed via the NeuLion system by other networks. For example, Dish International announced that it would use the NeuLion system for distribution, which would include Discovery's Espanol Channel. Therefore, Sky Angel is at a loss to understand why Discovery would single it out for unfair, discriminatory and unexplained termination.

In the event that Discovery has any actual concern about the security of Sky Angel's distribution, Section 7.3 of the Affiliation Agreement provides Discovery with a mechanism to address any such concern, if valid. Sky Angel insists that Discovery immediately rescind its termination notice. Sky Angel is prepared to cooperate in establishing the security of its system to Discovery's reasonable satisfaction.

As Discovery knows, Sky Angel is a faith-based video programming network which provides a family-friendly mix of Christian and non-faith-based channels. The channels provided by Discovery are very important to Sky Angels and its viewers. If Discovery were to follow-through with its threat to terminate the Affiliation Agreement, Sky Angel would suffer irreparable harm.

Therefore, in the event that Discovery will not rescind its January 22, 2010 threat to terminate the Affiliation Agreement several years early, then Sky Angel would have no choice but to pursue the remedies available to it. For example, under Maryland law, which governs the Affiliation Agreement, Discovery has an obligation to act in good faith and deal fairly with Sky Angel. (*First National Realty Corp. v. Warren-Ehret Co.*, 247 Md. 652, 657, 233 A.2d 811, 813-14 (1967)). Discovery's unilateral and unexplained threat to terminate the Affiliation Agreement clearly is unreasonable, in violation of Discovery's contract obligations to Sky Angel and Maryland law:

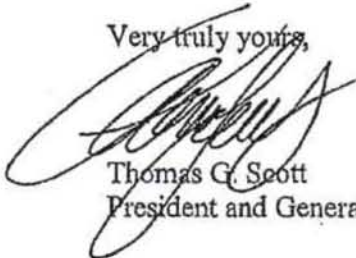
In addition, as part of its decision to authorize the transfer of control of DIRECTV from News Corporation to Liberty Media Corporation, the Federal Communications Commission determined that Discovery is subject to the FCC's program access rules (47 CFR §§76.1000, *et seq.*) due to Discovery's affiliations with Liberty Media, DIRECTV and other, related, cable and/or satellite cable programming vendors with which Sky Angel competes. (*In the Matter of News Corporation and The DIRECTV Group, Inc.*, 23 FCC Rcd 3265 (2008)). If Discovery refuses to cooperate, then, in addition to whatever other remedies may be available, Sky Angel would exercise its rights as a multichannel video programming distributor under the FCC's program access rules by establishing before the FCC in a complaint that Discovery's unilateral and unjustified breach of the Affiliation Agreement represents an unfair practice and unfair discrimination under §76.1001 and §76.1002(b), respectively, of the FCC's rules.

Sky Angel sincerely hopes that no legal proceedings are necessary. It offers its full cooperation to Discovery to provide it with all reasonable assurances that Sky Angel's distribution methodology is satisfactory so that the Affiliation Agreement may continue without disruption.

Discovery Communications, LLC
Animal Planet, L.L.C.
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We look forward to your prompt response.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Tom Scott', is written over the typed name and title.

Thomas G. Scott
President and General Counsel

cc: William F. Goodwyn, President, Domestic Distribution Enterprises
Stephen Kaminski, Vice President, Legal Affairs
Eric Phillips, EVP Domestic Distribution

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PUBLIC COPY

Attachment I

Discovery's March 19, 2010 Letter to Sky Angel



One Discovery Place
Silver Spring, MD 20910-3354

T: 240.662.5972
F: 240.662.1492

Steve Kaminski
Vice President
Legal Affairs

March 19, 2010

VIA OVERNIGHT DELIVERY

Mr. Thomas Scott
President and General Counsel
Sky Angel U.S., LLC
1300 Goodlette Road North
Naples, FL 34102

Re: Sky Angel U.S., LLC

Dear Mr. Scott:

This letter is in response to your letter to Discovery Communications, LLC and Animal Planet, L.L.C. (collectively, "Discovery") dated March 4, 2010 in regard to Discovery's election to terminate the October 3, 2007 affiliation agreement between Discovery and Sky Angel U.S., LLC (the "Agreement").

Section 12.1 of the Agreement provides Discovery the right to terminate the Agreement "in the event [Discovery] determines that the ... distribution methodology used by or on behalf of Affiliate are not satisfactory." Discovery based its January 22, 2010 termination of the Agreement on this provision.

Discovery has complied with the provisions of the Agreement and all applicable FCC rules and regulations. As such, we believe that you should conclude that any legal or regulatory proceeding is not reasonable and in fact, is entirely without merit.

As we indicated in our January 22, 2010 termination letter, we will deauthorize your access to Discovery's signals on April 22, 2010.

This letter is sent without any waiver or relinquishment of Discovery's rights or remedies against Sky Angel U.S., LLC, all of which are expressly reserved.

Sincerely,

Stephen T. Kaminski
Legal Affairs

cc: Joe LaSala, SEVP, General Counsel & Secretary
Bill Goodwyn, President, Domestic Distribution & Enterprises

Discovery Channel • TLC • Animal Planet • Travel Channel • Discovery Health Channel • The Science Channel • Discovery Kids
Military Channel • Discovery Times Channel • Discovery HD Theater • FiTV • Discovery Home Channel • Discovery en Español
Discovery Kids en Español • Discovery Travel & Living, viajar y vivir • BBC America • BBC World • Discovery Civilisation Channel
Discovery Wings • Discovery Geschichte • People + Arts • Discovery Travel & Living • Discovery Home & Health • Discovery Real Time
Discovery Real Time Extra • Discovery Science Channel • Discovery Turbo • Discovery Channel Store • Discovery.com
Cosmo • unitedstreaming • Discovery Health Connection • Assignment Discovery • Discoveryschool.com

Certificate of Service

I, Judy Norris, a legal secretary with the law firm of Holland & Knight LLP, hereby certify that on the 24th day of March, 2010, copies of the foregoing were deposited in the U.S. Mail, postage prepaid, addressed to:

Discovery Communications, LLC
Animal Planet, L.L.C.
One Discovery Place
Silver Spring, MD 20910-3354
Attn: Senior Executive Vice President,
General Counsel

William F. Goodwyn
President, Domestic Distribution Enterprises
Discovery Communications, LLC
Animal Planet, L.L.C.
One Discovery Place
Silver Spring, MD 20910-3354

Stephen Kaminski
Vice President, Legal Affairs
Discovery Communications, LLC
Animal Planet, L.L.C.
One Discovery Place
Silver Spring, MD 20910-3354

Eric Phillips
EVP Domestic Distribution
Discovery Communications, LLC
Animal Planet, L.L.C.
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Judy Norris